

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. Contract ID Code <b>08</b>	Page <b>1</b>	Pages <b>8</b>
2. AMENDMENT/MODIFICATION NO. <b>24</b>		3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO. <b>See Page 1a</b>	5. PROJECT NO. (If applicable)	
6. ISSUED BY  Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812		CODE <b>PS20, MCE</b>	7. ADMINISTERED BY (If other than Item 6) <b>Carol Terrell</b> Ph.: 256-544-6710 Fax: 256-544-5444 Email: Azona.C.Terrell@nasa.gov AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566		CODE <b>PS22, MCE</b>

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)  <b>AI Signal Research, Inc.</b> <b>3411 Triana Blvd SW</b> <b>Huntsville, AL 35805</b>		(x)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. <b>NAS8-02047</b>
			10B. DATED (SEE ITEM 13) <b>02/15/02</b>
CODE <b>SAP 127909</b>	FACILITY CODE <b>CAGE 004R1</b>		

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

- (a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

**See Page 1a**

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) <b>FAR Clause 52.217-9, "Option to Extend the Term of the Contract", FAR Clause 52.232-22, "Limitation of Funds", and the Contractor's letter dated January 14, 2004.</b>

**E. IMPORTANT:** Contractor ☒ is not, ☐ is required to sign this document and return 3 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

	Negotiated Est. Cost	Prov. Est. Cost	Total Est. Cost	Maximum Incentive Fee	Contract Value	Incentive Fee Available	Incentive Fee Earned	Unearned Incentive Fee	Total Sum Allotted
Previous	\$13,853,588	\$4,830,523	\$18,684,111	\$591,198	\$19,275,309	\$168,995	\$418,983	\$3,220	\$19,275,309
This Mod	<u>6,579,552</u>	<u>(4,830,523)</u>	<u>1,749,029</u>	<u>294,868</u>	<u>2,043,897</u>	<u>294,868</u>	<u>-0-</u>	<u>-0-</u>	<u>827,099</u>
New Total	\$20,433,140	\$ -0-	\$20,433,140	\$886,066	\$21,319,206	\$463,863	\$418,983	\$3,220	\$20,102,408

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>Emil L. Posey</b> <b>Contracting Officer</b>	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

PR	Program Code	Amount
4200038407	62-110-40-41-SAEX22004D-62SD12	\$37,000
4200038409	62-210-10-50-SAEX22004D-62SD30	57,500
4200040300	62-377-10-10-12-HSF542003D-62CD02	87,599
4200042097	62-FC400000-SAEX22004D-62GAHRCD-62-CTRGA	30,000
	62-FC400000-SAEX22004D-62GAHRCS-62-CTRGA	54,000
	62-FC400000-SAEX22004D-62GAHRC4-62-CTRGA	260,000
	62-FC400000-SAEX22004D-62GAPA0C5-62-CTRGA	116,000
	62-FC400000-SAEX22004D-62GAPA0C6-62-CTRGA	60,000
4200036341	62-800-91-01-SAT292003D-62TD15	25,000
4200040825	62-794-30-04-SFCX22004D-62TD15	100,000
	Total	\$827,099

A. The purpose of this modification is to exercise Option No. 2 to extend the contract period of performance for one year (from February 14, 2004 through February 14, 2005) at an increase of \$1,749,029 (from \$18,684,111 to \$20,433,140) in the total estimated cost, a decrease of \$4,830,523 (from \$4,830,523 to \$-0-) in the total provisional estimated cost, an increase of \$294,868 (from \$591,198 to \$886,066) in the total maximum incentive fee, an increase of \$2,043,897 (from \$19,275,309 to \$21,319,206) in the total contract value. This modification is also to provide \$827,099 of additional incremental funding and to extend the estimated period of performance covered from February 15, 2004 through September 3, 2004.

Note – This modification increases the total estimated cost by \$1,749,029 rather than the estimated cost of \$6,579,552 set forth in the contract for Option No. 2. This is because the estimated cost of this contract was previously increased on a provisional basis by \$4,830,523 so the same amount of incremental funding could be obligated on this contract for the convenience of the government. However, the instant increase of \$1,749,029 plus the previous provisional increase of \$4,830,523 equals \$6,579,552; therefore, the net effect is the same.

B. Accordingly, Clause B.2, Estimated Cost and Contract Fees, is hereby revised to decrease the provisional estimated cost and total value for the Base Year, (A) Mission schedule, by \$863,332 (from \$863,332 to \$-0-) and \$863,332 (from \$7,900,700 to \$7,037,368), respectively. This clause is also hereby revised to decrease the provisional estimated cost and total value for Option Year 1, (A) Mission schedule, by \$3,967,191 (from \$3,967,191 to \$-0-) and \$3,967,191 (from \$10,576,097 to \$6,608,906), respectively.

C. Clause B.5, Contract Funding, is hereby revised to reflect a total increase of \$827,099 in total funds allotted to cover estimated cost and provisional incentive fee as well as to extend the period of performance covered from February 14, 2004 to September 4, 2004.

D. Clause F.2, Period of Performance, is hereby revised to extend the period of performance from February 15, 2004 to February 14, 2005.

E. Therefore, the contract is changed in the following particulars: Clause B.2, Estimated Cost and Contract Fees, is hereby deleted in its entirety and the revised clause B.2, shown on enclosed replacement pages B-1 and B-2, is substituted in lieu thereof. Clause B.5, Contract Funding, is hereby deleted in its entirety and the revised Clause B.5, shown on enclosed replacement page, B-5 is substituted in lieu thereof. Clause F.2, Period of Performance, is hereby deleted in its entirety and the revised Clause F-2, shown on enclosed replacement pages F-1, is substituted in lieu thereof.

F. In order to implement the changes resulting from this modification, the page(s) listed below are added or deleted from the contract as shown. In order to indicate the specific area(s) of change, vertical lines are shown in the right margin of the enclosed replacement page(s) across from the revised area(s).

<u>Section</u>	<u>Pages Added</u>	<u>Pages Deleted</u>
B, Supplies or Services and Prices/Costs	B-1, B-2, B-5	B-1, B-2, B-5
F, Deliveries or Performance	F-1	F-1

SECTION BSUPPLIES OR SERVICES AND PRICES/COSTSB.1 SUPPLIES AND/OR SERVICES TO BE FURNISHED

(a) The Contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to furnish the services delineated in the Performance Work Statement (PWS) in attachment J-1.

(b) The services will be procured under two separate schedules, Mission and Indefinite Delivery/Indefinite Quantity (IDIQ). The contract and supporting data are organized accordingly. Both schedules are being procured on a cost-plus-incentive-fee basis.

(1) Mission Schedule will be used to procure services identified in Work Breakdown Structure (WBS) 1.0-10.3 of the PWS on a mission basis. In addition, this schedule will be used to procure all project management and administrative resources necessary to manage both the Mission and IDIQ contract schedules.

(2) IDIQ Schedule will be used to procure those services identified in WBS 11.0 of the PWS that cannot be sufficiently identified, predetermined or quantified in advance with an estimated value of \$25,000 or greater per task. Project management and administrative support resources necessary to support these tasks will be procured under the Mission Schedule.

(End of clause)

B.2 ESTIMATED COST AND CONTRACT FEES

(a) The total estimated cost and fees for the performance of this contract are as follows. Offerors are cautioned to include phase-in costs/fee in the base year value.

<u>Contract Year</u>	<u>Schedule</u>	<u>Period Covered</u>	<u>Est. Cost</u>	<u>Provisional Est. Cost</u>	<u>Minimum Incentive Fee</u>	<u>Maximum Incentive Fee</u>	<u>Total Value</u>
Base Year	(A) Mission	02/15/02-2/14/03	\$ 6,770,675	\$ 0	\$ 0	\$ 266,693	\$7,037,368
Base Year	(B) Schedule	02/15/02-2/14/03	\$ 264,304	\$ 0	\$ 0	\$ 15,858	\$ 280,162
Option Yr.1	(A) Mission	02/15/03-2/14/04	\$ 6,329,600	\$ 0	\$ 0	\$ 279,306	\$6,608,906
Option Yr.1	(B) Schedule	02/15/03-2/14/04	\$ 489,009	\$ 0	\$ 0	\$ 29,341	\$ 518,350
Option Yr.2	(A) Mission	02/15/04-2/14/05	\$ 6,479,552	\$ 0	\$ 0	\$ 288,868	\$6,768,420
Option Yr.2	(B) Schedule	02/15/04-2/14/05	\$ 100,000	\$ 0	\$ 0	\$ 6,000	\$ 106,000

Option r. 3	(A) Mission	02/15/05-02/14/06	\$6,603,247	-0-	-0-	\$296,832	\$6,900,079
Option Yr. 3	(B) IDIQ	02/15/05-02/14/06	\$ 100,000	-0-	-0-	\$ 6,000	\$ 106,000
Option Yr. 4	(A) Mission	02/15/06-02/14/07	\$6,727,214	-0-	-0-	\$304,808	\$7,032,022
Option Yr. 4	(B) IDIQ	02/15/06-02/14/07	\$ 100,000	-0-	-0-	\$ 6,000	\$ 106,000

(b) The total incentive fee earned during the performance of this contract is as follows:

<u>Contract Year</u>	<u>Schedule</u>	<u>Period Covered</u>	<u>Maximum Available Incentive Fee</u>	<u>Incentive Fee Earned</u>	<u>Unearned Incentive Fee Earned</u>
Base Year	(A) Mission	02/15/02-08/14/02	\$130,065	\$127,464	\$2,601
		08/15/02-02/14/03	\$136,628	\$136,628	\$ -0-
Base Year	(B) IDIQ	02/15/02-08/14/02	\$ -0-	\$ -0-	\$ -0-
		08/15/02-02/14/03	\$15,858	\$15,239	\$619
Option Yr. 1	(A) Mission	02/15/03-08/14/03	\$139,652	\$139,652	\$ -0-
		08/15/03-02/14/04			
Option Yr. 1	(B) IDIQ	02/15/03-08/14/03			
		08/15/03-02/14/04			
Option Yr. 2	(A) Mission	02/15/04-08/14/04			
		08/15/03-02/14/05			
Option Yr. 2	(B) IDIQ	02/15/04-08/14/04			
		08/15/04-02/14/05			
Option Yr. 3	(A) Mission	02/15/05-08/14/05			
		08/15/05-02/14/06			
Option Yr. 3	(B) IDIQ	02/15/05-08/14/05			
		08/15/05-02/14/06			
Option Yr. 4	(A) Mission	02/15/06-08/14/06			
		08/15/06-02/14/07			
Option Yr. 4	(B) IDIQ	02/15/06-08/14/06			
		08/15/06-02/14/07			

(End of clause)

### B.3 INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) SCHEDULE AND ORDERING PROCEDURES

(a) The Government requires the performance of the effort within the quantities set forth in paragraph (b) below on an IDIQ basis during the performance of this contract. These services will be ordered through the issuance of Task Orders (see Clause G.4), individually priced, and shall contain separate schedule and cost incentives to be used to evaluate performance and determine the amount of fee earned. The IDIQ schedule will be used for tasks with an estimated value of \$25,000 or greater per task as described in section 11.0 of the PWS.

(b) In the event that the Government does not order the "minimum quantity" specified below during the applicable contract year, the Government's maximum obligation under this

available for the applicable contract year. In the event that the actual incentive fee earned is less than the provisional payment made, the Contractor shall submit to the Government, a credit voucher for the amount of such overpayment. At the Contracting Officer's discretion, should the determined estimate-at-completion (EAC) exceed the total contract value, provisional payment of cost incentive fee may be reduced or terminated.

(c) The Contracting Officer is the determining official for the amount of incentive fee that is earned.

(End of clause)

#### B.5 CONTRACT FUNDING (1852.232-91 (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$19,382,206. This allotment is for Customer and Employee Relations (CaER) Directorate Support Services and covers the following estimated period of performance: February 15, 2004 through September 3, 2004.

(b) An additional amount of \$720,202 is obligated under this contract for payment of fee.

(c) Recapitulation of funding is as follows:

	<u>Previous</u>	<u>This Action</u>	<u>Total</u>
Estimated Cost	\$18,684,111	\$698,095	\$19,382,206
Provisional Incentive Fee	172,215	129,004	301,219
Incentive Fee Earned	<u>418,983</u>	<u>-0-</u>	<u>418,983</u>
Total Sum Allotted	\$19,275,309	\$827,099	\$20,102,408

(End of clause)

#### B.6 PREMIUM FOR SCHEDULED OVERTIME (MSFC 52.222-93) (AUG 1988)

Pursuant to the clause entitled "Payment for Overtime Premiums," the amount of overtime premium authorized shall not exceed the amount specified below for the indicated period.

<u>Period</u>	<u>Amount</u>
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SECTION F

DELIVERIES OR PERFORMANCE

F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following clauses are hereby incorporated by reference:

52.242-15 Stop-Work Order (Aug 1989)---Alternate I (Apr 1984)  
52.247-34 F.O.B. Destination (Nov 1991)

(End of clause)

F.2 PERIOD OF PERFORMANCE

(a) The period of performance of this contract shall be  
February 15, 2002 through February 14, 2005.

(b) In the event the Government elects to exercise its option(s) pursuant to the terms of this contract, the period of performance for each option shall be as set forth below:

<u>Option No.</u>	<u>Period of Performance</u>
1	February 15, 2003 – February 14, 2004
2	February 15, 2004 – February 14, 2005
3	February 15, 2005 – February 14, 2006
4	February 15, 2006 – February 14, 2007

(End of clause)

F.3 PLACE OF PERFORMANCE (MSFC 52.237-91) (FEB 2001)

The Contractor shall perform the work under this contract at the George C. Marshall Space Flight Center, Alabama, and at such other locations as may be approved by the Contracting Officer.

(End of clause)